

**BOARD RESOLUTION  
AUTHORIZING THE APPROVAL OF A BOUNDARY LINE  
AGREEMENT BETWEEN ALPINE SCHOOL DISTRICT  
AND ADJACENT PROPERTY OWNERS.**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to, approve and adopt the following:

**AN AGREEMENT MADE BETWEEN ALPINE SCHOOL DISTRICT  
AND ADJACENT PROPERTY OWNERS, BELLOWS LEE, TO ADOPTING  
THE ESTABLISHED FENCE LINE WHICH NOW EXISTS  
AS THE PHYSICAL BOUNDARY AND DIVISION OF PROPERTY LOCATED  
AT OREM HIGH SCHOOL FOR  
THE SUM OF \$200.00.**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

WHEN RECORDED, RETURN TO:  
Board of Education, Alpine School District  
50 N Center St  
American Fork, UT 84003

## BOUNDARY LINE AGREEMENT

This Boundary Line Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between

Board of Education, Alpine School District (DISTRICT)

and

Lee A. Bellows Successor Trustee of the WAYNE BELLOWS REVOCABLE TRUST (BELLOWS LEE).

### RECITALS

1. **DISTRICT** is the owner, in fee simple, of a parcel of real property situated in the Orem City, Utah County, State of Utah, with serial number 17:071:0055 and being more particularly described in the Warranty Deed recorded as Entry 28345-2009 in Utah County Official Records as follows:

Beginning at a point in the South line of 300 South Street , 1662.17 feet along Section Line bearing North 69° 17' West and North 636.65 feet from the Southeast corner of Section 14, Township 6 South , flange 2 East, Salt Lake Base and meridian ; thence North 24° 40' East 1478.10 feet along the East property fence to the North title line; thence North 45° 50' West 167.46 feet ; thence North 43° 00' West 467.85 feet to the West property fence; thence along said fence South 25° 54' West 674.34 feet; thence South 89° 47' West 805.26 feet to the East line of 400 East Street ; thence along said street South 1° 25' East 1100.73 feet to the South line of 300 South Street ; thence along said street South '89° 23' East 969.89 feet to beginning.

2. **BELLOWS LEE** is the owner, in fee simple, of a parcel of real property situated in Orem City, Utah County, State of Utah, with serial number 17:071:0031 and being more particularly described in the Quit Claim Deed recorded as Entry 109526:2008 in Utah County Official Records as follows:

BEGINNING 36.296 CHAINS NORTH AND 20.566 CHAINS WEST OF THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 43° WEST 364.3 FEET; THENCE SOUTH 89°05' EAST 250.0 FEET; THENCE SOUTH 261.5 FEET TO THE PLACE OF BEGINNING.

3. WHEREAS, on or about June 15 2016 a property survey by Bing Christensen, a professional land surveyor working for Summit Engineering Group, Inc., and holding Utah license #145796 was performed on property owned by BELLOWS LEE, said survey to be filed here after at the office of the Utah County Surveyor, and

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4. WHEREAS, it is advantageous to both of the above-named parties to agree to a common boundary line between their respective properties, in order to remove the discrepancies between the title lines and fence lines of the two properties, and
5. WHEREAS, it is the desire of the above-named parties to reduce to writing an agreement regarding the true location of the boundary line between the subject properties.

NOW THEREFORE, in consideration of the premises, it is hereby agreed and covenanted as follows:

That the boundary line between the subject properties is as described in the following boundary description, which common line or portion of common line acknowledged and accepted as being the true and accurate boundary between the subject properties per above mentioned boundary survey:

BEGINNING AT A POINT THAT LIES N88°53'56"W 1418.18 FEET ALONG THE 1/4 SECTION LINE AND SOUTH 29.62 FEET FROM THE EAST ONE QUARTER CONER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARINGS FOR LEGAL DESCRIPTION BEING SOUTH 00°54'07" EAST BETWEEN THE FOUND MONUMENTS FOR THE EAST ONE QUARTER AND SOUTHEAST CORNER OF SAID SECTION 14) AND RUNNING THENCE;

SOUTH 00°40'29" WEST 186.62 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 87°14'00" EAST 76.59 FEET ALONG AN EXISTING FENCE LINE TO A POINT ON THE WESTERLY BOUNDARY OF THE INGLEWOOD PLAT A SUBDIVISION; THENCE SOUTH 00°36'00" WEST 7.82 FEET ALONG SAID SUBDIVISION BOUNDARY; THENCE SOUTH 39°36'57" WEST 91.09 FEET ALONG AN EXISTING FENCE LINE TO A POINT ON A PROJECTION OF THE EASTERLY BOUNDARY OF THE LINCOLN HEIGHTS SUBDIVISION; THENCE ALONG SAID PROJECTION LINE AND THEN ALONG THE TRUE SUBDIVISION BOUNDARY NORTH 45°34'44" WEST 132.16 FEET; THENCE NORTH 00°59'46" WEST 177.42 FEET; THENCE SOUTH 88°52'02" EAST 81.36 FEET TO THE POINT OF BEGINNING.

6. In order to further establish the boundary line as described in the surveyed boundary description in paragraph 5 above as the true location of the boundary line between the subject properties, and in consideration of this agreement, **BELLOWS LEE** hereby releases, remises, and quit claims to **DISTRICT** all right, title, and interest in and to the real property lying immediately and adjacent to the SOUTHWEST of the common boundary line as described in the boundary description in paragraph 5 above, and **DISTRICT** hereby releases, remises, and quit claims for the sum of **Two hundred Dollars \$200.00** to **BELLOWS LEE** all right, title, and interest in and to the real property lying immediately and adjacent to the NORTHEAST of the common boundary line as described in the boundary description in paragraph 5 above;
7. This Agreement shall be binding upon the heirs, executors, administrators, or assigns of the parties hereto;

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8. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement;
9. Any modification on the Agreement or additional obligation assumed by any party in connection with the Agreement shall be binding only if in writing signed by each party or any authorized representative of each party;
10. In the event any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that any party may be called on to pay, a reasonable sum for the successful party's attorney fees;
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah;

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date hereinabove first mentioned;

**Lee A. Bellows Successor Trustee of the WAYNE BELLOWS REVOCABLE TRUST**

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016 personally appeared before me  
\_\_\_\_\_ who being by me duly sworn did say that  
he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Board of Education, Alpine School District**

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016 personally appeared before me  
\_\_\_\_\_ who being by me duly sworn did say that  
he/she/they executed the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**BOARD RESOLUTION  
A RESOLUTION APPROVING INTERLOCAL  
AGREEMENT (SCHOOL RESOURCE OFFICERS)  
BETWEEN ALPINE SCHOOL DISTRICT AND THE  
CITY OF OREM**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to approve and adopt the following:

**THE TERMS OF THE INTERLOCAL AGREEMENT  
ARE ATTACHED**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

## **INTERLOCAL AGREEMENT**

(School Resource Officers)

This Agreement is executed in duplicate this \_\_\_\_ day of September, 2016, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057, (hereinafter referred to as the "City"), and the Board of Education, Alpine School District, a corporation and political subdivision of the State of Utah, with its principal offices located at 575 North 100 East, American Fork, Utah 84003 (hereinafter referred to as "Alpine").

WHEREAS, Alpine was created for the purpose of educating, training, developing, and ensuring the academic excellence of the youth of its district; and

WHEREAS, Alpine has established a reputation for excellence in the quality of its schools and the resulting level of achievement by its students; and

WHEREAS, juvenile crime and school violence continues to escalate nationally and in the State of Utah and without appropriate intervention, youthful offenders are more likely to repeat and even increase their level of criminal activity; and

WHEREAS, youth can sometimes be a disruptive influence on others as their involvement in gang and criminal activity is carried onto the school campus; and

WHEREAS, the resulting cost to both victims and the criminal justice system becomes an increasing burden to the community; and

WHEREAS, Alpine and the City are mutually supportive of efforts to engage in activities which promote the prevention and detection of crime and the early intervention of youthful offenders; and

WHEREAS, the City and Alpine have entered into a partnership that will proactively and aggressively address the issues of youth violence and gang activity in the community and criminal activity that may affect the learning environment; and

WHEREAS Utah Code § 53A-11-1604 provides that Alpine may contract with the City to provide school resource officer services at the school after Alpine School District Board review and approval of this Agreement; and

WHEREAS, Alpine and the City agree to establish appropriate policies regarding the services of the Orem officers, which policies shall be approved by the Alpine and the City respectively; and

WHEREAS, this Agreement has been approved by resolutions passed by the City and Alpine.

NOW THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Alpine agree as follows:

1. Purpose and Goals: The goal of the School Resource Officer (SRO) Program is the reduction and prevention of school-related violence and crime committed by or against juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. For these purposes, a full-time law enforcement officer will be placed in each of the four Alpine School District High Schools located in the City of Orem (East Shore High School, Mountain View High School, Orem High School, and Timpanogos High School) wherein the officer will be designated as the school's law enforcement unit with the following goals:
  - A. Reduce incidents of school violence.
  - B. Reduce criminal offenses committed by or against juveniles and young adults.
  - C. Establish rapport with the students, parents, faculty, staff, administrator, and others in relation to the school environment.
  - D. Help create and provide a safe environment for students, faculty, staff, and all person involved with the Alpine School District.
2. Term
  - 2.1. Initial Term. The initial term of this Agreement shall begin on the date of execution and end on June 30, 2021. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.
  - 2.2. Extensions. This Agreement shall be automatically renewed for one (1) year periods after the initial five (5) year term expires if no new agreement is completed. The one (1) year period shall run from July 1 of one year until June 30 of the following year, and shall continue until either party gives the other party written notice of its intent to terminate the Agreement. In the case of an automatic extension, the payment due to the City shall be at a rate 2.5 percent higher than the previous year to account for increased pay and benefit costs.
3. City Obligations: The City agrees to the following:
  - 3.1. The City will place a full-time police officer in each of the high schools located within the City of Orem. These police officers (hereinafter referred to as "Officer" or "Officers") shall have prior experience working with youth related crime and shall be familiar with gang related issues. They shall at all times remain employees of the City under the direct supervision and control of the Chief of Police of the City of Orem. However, daily schoolwork duties may be suggested by the school administration.
    - 3.1.1. Appointment and Removal of the SRO: When a SRO position becomes available, notice will be given to all sworn employees. Interested officers shall submit a letter of interest which includes a description of their training and qualifications that are relevant to the

position. Interested and qualified officers may be interviewed and a final selection, based on training, experience, and personality (how well the officer would fit in with the student population of a particular school) will be made by the Chief of Police. School administration will be consulted prior to final selection and may be involved in the selection process. The Chief of Police will determine the extent of the school administration's involvement. After an Officer is appointed, he/she may be removed from a school or reassigned if the Chief of Police, after consultation with the school administration, determines that such removal or reassignment is necessary. The Chief of Police will accept and consider feedback from the school administration about the Officer's performance, but the final decision to remove or reassign any Officer shall remain with the Chief of Police.

### 3.1.2. Officers Duties and Responsibilities

3.1.2.1. It is the shared understanding of Alpine, the City, and the Officer that the Officer's duties and responsibilities are to:

- A. Protect the lives and property of the citizens and public school students and maintain a safe school;
- B. Provide for and maintain a safe, health, and productive learning environment and improve school climate;
- C. Act as a positive role model to students;
- D. Work to create a cooperative, proactive, and problem-solving partnership between Alpine, school administration, and the Officer;
- E. Enforce Federal, State, and Local criminal laws and ordinances;
- F. Act as a liaison between the high school and the City of Orem Police Department;
- G. Investigate criminal activity committed on, adjacent to, or otherwise related to school property or functions;
- H. Counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by school administration, a designee, or by the parents of a student;
- I. Emphasize the use of restorative approaches to address negative behavior;
- J. Support educational opportunities for students;
- K. Answer questions about Utah criminal or juvenile laws;
- L. Assist other law enforcement officers with outside investigations concerning students attending the school(s);
- M. Provide security for special school events or functions at the request of Alpine if agreed to by the City;
- N. Provide law enforcement and safety related in-service training to school faculty and administrators;
- O. Provide input on school security issues;

- P. Be on-call to help at other schools in attendance area during regular school hours;
- Q. Respond to emergencies or other law enforcement needs as required by the Chief of Police;
- R. Assist school administration and faculty in formulating criminal justice programs if implemented in the assigned school;
- S. Help formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur;
- T. At the request of Alpine, teach a vocational law enforcement class;
- U. Be a visible, active law enforcement figure dealing with the school's law enforcement matters, including a criminal offense that is a minor violation of the law but would not violate the law if the offense was committed by an adult. Officer shall confer with school administration to resolve those types of offenses;
- V. Officers shall NOT enforce school regulations or policies which do not rise to the level of a crime. Infractions of school rules should be handled at the school level. Officers should be available to the school for advice, assistance, and consultation but are not responsible for the enforcement of school regulations or policies. School administrators should handle issues that are the exclusive concern of the school officials and do not constitute a violation of the law.

3.1.3. Work Schedule: Each officer shall typically work from 7:30 a.m. to 3:30 p.m. The officer shall be at the school all days that students are in attendance, except for vacation days, sick days, and holidays officially recognized by the City of Orem. The Officer's schedule may be altered as directed by the Chief of Police or as necessitated by the Officer's workload.

3.1.4. Sick Days, Vacation, or Other Unavailability: On days when the Officer is on sick leave, vacation, or otherwise unable to be at the assigned high school, a replacement Officer, generally shall not be in attendance, unless otherwise directed by the Chief of Police. The taking of sick leave or vacation days shall be in accordance with the Employee Handbook of the City of Orem. The scheduling of vacation leave will be done in consultation with the affected high school principal when possible.

3.1.5. Report of Criminal Activity:

- A. **Juvenile Violations.** The charging of juvenile offenses shall be in accordance with the Police Department policies. When the Officer charges a juvenile for criminal conduct, the Officer shall forward to the Juvenile Court System all reports and citations for action.
- B. **Adult Violations.** The charging of adult offenses shall be in accordance with the Police Department policies. When the Officer charges an adult for criminal conduct, the Officer shall forward to the appropriate agency all reports and citations for action.

- C. **School Notification.** Each Officer shall notify the principal, or in his/her absence, another pre-designated official, of arrest, referral, citation, charge, or any investigation on the part of the Officer arising out of any incident on school property. The Officer shall make reports, when requested, to the principal regarding the Officer's activities.

3.1.6. Specialized Equipment: The City shall equip each Officer with vehicles, uniforms, and specialized police and computer equipment.

3.1.7. After School and Extra-curricular Activities: In addition to the placement of an Officer in each of the four high schools, upon request of Alpine, the City shall also provide an Officer(s) for attendance at extra-curricular and/or after school activities such as dances and athletic events. The City shall charge and Alpine shall pay the City the appropriate overtime amount designated within this Agreement. The hourly rate to be paid by Alpine to the City under this subsection shall increase by two and one-half percent (2.5%) each year after the first year of this Agreement. The City shall bill Alpine for the time spent by the Officers pursuant to this subsection and Alpine shall pay the amounts billed within thirty (30) days of the date of billing. The City shall not be required to provide an Officer(s) pursuant to this subsection in the event that no Officers are available to attend the event for which the request is made.

#### 4. Alpine Obligations:

4.1. Alpine shall provide the following to each Officer in each high school:

- A. Private office space. Access to the office space shall be limited to the Officer and other personnel designated by either Alpine or the Chief of Police.
- B. Private mailbox for non-emergency correspondence or other similar device in which the Officer can receive private or confidential information.
- C. Keys to the school building.
- D. Computer terminal in order to access school district records to obtain information on student identification, attendance, and discipline matters;
  - i. Alpine shall include the designation of the Officer as the school's law enforcement unit in its annual notification of rights to parents and students under the section concerning the disclosure of information to school officials with a legitimate educational interest in the records so that parents and students will know that information from education records may be disclosed for the purpose of maintaining a safe school.
  - ii. The City agrees that the Officer, in the course of the Officer's work under this Agreement, will only access and utilize information available on the school's computer for legitimate law enforcement purposes as identified in section 3.1.2 and as further provided for in Section 8 of this Agreement

- E. School discipline policies, which define student behavior. These policies are for information purposes only and shall not be enforced by the Officer unless it rises to the level of a criminal violation.
- F. Clerical assistance as may be needed.

4.2. Alpine shall pay all administrative costs attendant to having the Officers in each school. These costs shall include, but not limited to, telephone, facsimile transmission, and photocopy costs.

4.3. Alpine shall comply with all Utah Privacy Laws in connection with the reporting, investigating, or charging of any offenses either committed on high school grounds or involving individuals associated with the high school.

4.4. Notwithstanding any other provision of the Agreement, Alpine shall at all times remain responsible for providing for the safety and security of students, teachers, employees, and other persons in Alpine's schools. Although the Officers may, at times, assist in providing security in the respective schools, nothing herein shall make the City or the Officers primarily responsible for providing security for or in Alpine's schools.

5. Funding. Funding is aligned with the fiscal year of the City of Orem.

5.1. Alpine Obligations: Alpine shall pay to the City of Orem the following amounts for the stated years for officers placed in the four High Schools:

Fiscal Year 2016-17:	\$230,000
Fiscal Year 2017-18:	\$235,750
Fiscal Year 2018-19:	\$241,644
Fiscal Year 2019-20:	\$247,685
Fiscal Year 2020-21:	\$253,877

In Addition to the above agreed fees, a one-time payment of \$5,000 will be made in FY2016-17 for the purchase and use of Body Cameras to be used by the SROs.

5.2. City Obligations: Commencing July 1, 2016, and throughout the remainder of this Agreement, the City shall issue to Alpine ten (10) billing statements, listing the amount owed to the City.

5.3. The Chief of Police and the Alpine Business Administrator shall review the compensation figures contained in Subsections 5.1 and 5.2 above on an annual basis and may adjust such figures to reflect the City's actual costs based on the compensation (including benefits) that is paid to the Officers in each particular year.

6. Joint Obligations of the City and Alpine.\_The Officer, and the principal, or designee, at the school where the Officer will be working, will jointly complete the SRO training described in Utah Code § 53A-11-1603.
7. Respect for Student's Rights.
  - 7.1. An Officer may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
    - 7.1.1.It is recommended that in addition to having probable cause, the Officer should follow Utah state law and Orem City Police Department policy and procedures when conducting searches of persons and property which may require a search warrant.
    - 7.1.2.The Officer shall inform school administration prior to conducting a probable cause search where practicable.
    - 7.1.3.The Officer shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent the student's protections.
  - 7.2. A school official may conduct a search of a student's person, possessions, or locker where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.
    - 7.2.1.Absent a real and immediate threat to the student, teacher, the Officer, or public safety, a school official shall not ask the Officer to be present or participate in such a search.
  - 7.3. The Officer may question a student about criminal conduct that could expose the child to court-involvement or arrest.
    - 7.3.1.If the student is 14 years and older, the student will be informed of his or her Miranda rights before questioning.
    - 7.3.2.If the student is under the age of 14, the student will be informed of his or her Miranda rights only in the presence of the student's parent or guardian before questioning.
    - 7.3.3.The Officer shall inform school administrators prior to questioning the student on school grounds where practicable.
    - 7.3.4.The Officer shall not ask a school official to question a student in an effort to circumvent these protections.
    - 7.3.5.Other conversations between Officer and students will be on the premise of building relationships to help develop a healthy learning environment and promote pro-social behaviors.
  - 7.4. If an exigent circumstance or immediate threat exists, a school official or Officer may question a student about criminal conduct or conduct a search of a student's person or possessions.
  - 7.5. Strip searches of student by either school officials or Officers are prohibited.
  - 7.6. Officer shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat, or the student is subject to arrest.
8. Access to Education Records.

- 8.1. School officials shall allow the Officer to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law.
  - 8.2. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the Officer that information that is needed to respond to the emergency situation based on (i) the seriousness of the threat to health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
  - 8.3. If the Officer needs confidential student record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable law including FERPA (Family Education Rights Privacy Act).
  - 8.4. Law Enforcement Unit Records. Law enforcement unit records created by the Orem City Police Department for a law enforcement purpose which the Orem City Police Department maintains are not subject to FERPA. The Orem City Police Department may share law enforcement unit records with Alpine to the extent permitted under the Government Access Management Act (GRAMA) or other applicable law. Once law enforcement unit records are provided to Alpine and maintained by Alpine, the records may become student education records protected by FERPA.
9. Indemnification: The City shall indemnify and hold Alpine and its officers, officials, employees, agents, and volunteers harmless from and against all claims, suits, damages, and losses arising out of or resulting from the City's performance of or failure to perform this Agreement, including any claims, suits, damages, and losses arising out of or resulting from the actions of the Officer unless the claims, suits, damages or losses are a direct result of a specific directive from a school official. Alpine shall indemnify and hold the City and its officers, officials, employees, gents, and volunteers harmless from and against all claims, suits, damages, and losses arising out of or resulting from Alpine's performance of or failure to perform this Agreement. Nothing in this Agreement shall alter either the City's or the District's rights under the Governmental Immunity Act of Utah, Utah Code Ann. 63G-7-101*et seq.*
10. Interlocal Cooperation Act. The following terms are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:
- 10.1. No Separate Entity. This Agreement does not establish a separate legal or administrative entity.
  - 10.2. No Separate Budget. There shall not be a separate budget to carry out the terms of this Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Agreement.
  - 10.3. Filing. The City and Alpine shall each file a copy of this Agreement with the keeper of the records for their respective entities.

- 10.4. Joint Board. The parties hereby establish a joint board to administer this cooperative under taking. Each party shall designate its board representative in writing to the other party. Either party may change its representative at any time.
11. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.
12. Utah Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah.
13. Attorney's Fees. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fees, whether or not the matter is actually litigated.
14. Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
15. Amendments. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement of the parties.
16. Development of Policy. The Director and the Board may create and develop policy in harmony with this Agreement but not governed by this Agreement. Such additional policy shall be agreed upon by both the Director and the Board.
17. No Presumption. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
18. Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
19. Notices. All notices, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

20. Assignment. The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement.

SIGNED and ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF OREM

\_\_\_\_\_  
By Richard F. Brunst, Mayor

ATTEST:

\_\_\_\_\_  
Donna Weaver, City Recorder

\_\_\_\_\_  
Approved as to Form: Orem City Attorney

BOARD OF EDUCATION OF ALPINE SCHOOL  
DISTRICT

\_\_\_\_\_  
Title:

ATTEST:

\_\_\_\_\_  
Business Administrator

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Approved as to Form: Alpine District Attorney